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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

September 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
IMMUNIZATION AGREEMENT AMENDMENT NO. 3 FOR THE
WOMEN, INFANTS, AND CHILDREN PROJECT
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to County Agreement No. H-212966-3 with Public Health Foundation Enterprises, Inc., (PHFE), substantially similar to Exhibit I for the Immunization Program - Women, Infants, and Children (WIC) Project, to decrease the County's maximum obligation by \$7,350 from \$53,750 to \$46,400, 100% offset by California State Department of Health Services (CDHS) funding for Fiscal Year (FY) 2004-05.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of the recommended action will amend an existing Agreement with PHFE who provides project management support staff for the immunization WIC project. The goal of the project is to increase immunization percentages of PHFE-WIC children, age 0-24 months of age who are up-to-date with recommended immunizations by conducting immunization assessment and referral activities and coordinating with immunization providers to offer escorted co-located and on-site services at participating PHFE-WIC Centers in Los Angeles County.

FISCAL IMPACT/FINANCING:

The total program cost for the WIC project with PHFE is \$46,400 for Fiscal Year (FY) 2004-05. Amendment No. 3 to Agreement No. H-212966-2 reduces the County maximum obligation by \$7,350, from \$53,750 to \$46,400, 100 % offset by CDHS funds. There are no net County costs.

Funding is included in the FY 2004-05 Adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized the continuation of immunization services and/or activities and has approved agreements supported by State funding.

On June 2, 2003, the Department of Health Services (DHS or Department) received State Standard Agreement No. 03-75134 in the amount of \$1,318,800 from the CDHS for FY 2003-04 which was Board adopted on September 30, 2003 along with various amendments and/or agreements for the continuation of immunization program services. In the same action, the Board adopted Amendment No. 2 to the Agreement with PHFE in the amount of \$53,750 in State funding for the provision of monthly voucher pickup, escort of children for needed immunizations, and/or co-location of immunization services for the period of July 1, 2003 through June 30, 2004, with provision for a 12 month automatic renewal, effective July 1, 2004 through June 30, 2005.

On August 9, 2004, the Department accepted Standard Agreement No. 04-35236 in the amount of \$1,312,450 from the CDHS for FY 2004-05 through delegated authority authorized by the Board on September 30, 2003.

Amendment No. 3 reduces the County's maximum obligation for FY 2004-05 due to a change in the number of encounters and related cost for the WIC Integrated Statewide Information System used by DHS.

County Counsel has approved Amendment No. 3 (Exhibit I) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise subcontract amendments on the L.A. County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 3 will provide State funding support for the continuation of WIC immunization program services for Los Angeles County throughout FY 2004-05.

The Honorable Board of Supervisors
September 2, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas Garthwaite, M.D., Director
Department of Health Services

TLG:kh

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3519.KH

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICES:**

Provision of monthly voucher pickup, escort of children for needed immunizations and/or co-location of immunization services.

2. **AGENCY/CONTACT PERSON:**

Public Health Foundation Enterprise, Inc. (PHFE)-WIC
13200 Crossroads Parkway North, Suite 135
City of Industry, California 91746
Attention: Kelly Rivera, Director of Contracts
Telephone: (562) 699-7320 Facsimile: (562) 699-8856
e-mail address: krivera@PHFE.org

3. **TERM OF GRANT AGREEMENT:**

Effective July 1, 2004 through June 30, 2005, contingent upon satisfactory progress reports.

4. **FINANCIAL INFORMATION:**

The total program cost for the WIC project with PHFE is \$46,400 for Fiscal Year (FY) 2004-05. Amendment No. 3 to Agreement No. H-212966-2 reduces the County maximum obligation by \$7,350, from \$53,750 to \$46,400, 100 % offset by CDHS funds. There are no net County costs.

Funding is included in the FY 2004-05 Adopted budget.

5. **PRIMARY GEOGRAPHIC AREAS TO BE SERVED:**

Countywide.

6. **DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:**

Public Health: A. Nelson EL Amin, M.D., Acting Director

7. **APPROVALS:**

Public Health Programs: John F. Schunhoff, Ph.D., Chief of Operations

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form) Kelly Auerbach Hassel, Deputy County Counsel

Contract No. H-212966-3

**IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN
PROJECT SERVICES AGREEMENT**

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. (hereafter "Contractor").

WHEREAS reference is made to that certain document entitled
"IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN PROJECT
SERVICES AGREEMENT", dated September 4, 2001, and further
identified as County Agreement No. H-212966, between the County
and Public Health Foundation Enterprises, Inc. ("Contractor") and
any Amendments thereto (all hereafter referred to as "Agreement
"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to decrease the maximum County obligation and make
other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2004.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner described in the body of this Agreement and in Exhibits A, B, B-I, C, C-I, D, and D-I Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

Upon the effective date of this Agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder Fifty-Three Thousand Seven Hundred Fifty Dollars (\$53,750) as set forth in Exhibit C-I, Schedule C-1, Budget, attached hereto and incorporated herein by reference.

During the period of July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder shall not exceed, Forty-Six Thousand Four Hundred Dollars (\$46,400) as set forth in Exhibit D-

I, Schedule D-1, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules C-1 and D-1 and only to the extent that such funds are reimbursable to County under the State Agreement.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules C-1 and D-1 of Exhibits C-I and D-I as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 19, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

"19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S
CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 19 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 29, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

5. Paragraph 30, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made

or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of

the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to [subcontractors/ subconsultants] of County Contractors.

6. Paragraph 37 ENTIRE AGREEMENT, shall be revised to read as follows:

"37.ENTIRE AGREEMENT: The body of this Agreement, Exhibits A, B, B-I, C, C-I, D, and D-I attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibit A

B. Exhibits B, B-I, C, C-I, D, and D-I

C. Schedules A-1, B-1, C, C-1, D, and D-1

7. As of July 1, 2004, Exhibit D-I shall be added to the Agreement.

8. As of July 1, 2004, Schedule D-1 shall be added to the Agreement.

9. As of July 1, 2004, Exhibit D-I and Schedule D-1 shall supersede and replace Exhibit D and Schedule D, respectively.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PUBLIC HEALTH FOUNDATION ENTERPRISES,
INC.

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD.3518

SCOPE OF WORK (FISCAL YEAR 2004-2005)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: PHFE Management Solutions WIC Program

Goal: Increase to 80% the percentage of PHFE-WIC children 0-24 months of age who are up-to-date with the universally recommended immunizations by conducting immunization assessment and referral (AR) activities, and coordinating with immunization providers to offer escorted co-located and on-site services at participating PHFE-WIC Centers in Los Angeles County.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
I. Increase the proportion of children bringing in a documented Immunization record.	Educate WIC families on the importance of immunizations through printed materials provided by LACIP. IZ education will be provided during WIC individual counseling, waiting room videos and posters.	Ongoing	Documentation of immunization education and outreach to 200,000 WIC families.
	Publicize immunization project and request clients to bring in their child's immunization record to every WIC certification visit by using certification notices, IZ flyers and individual counseling.	Ongoing	
II. For those children providing documented immunization records, increase the immunization coverage rates of children ages 0-24 months to 80%.	Enter the immunization history of each child ages 0-24 months into the WIC ISIS-IZ program during WIC certification visits. Assess immunization status of WIC children ages 0-24 months at Los Angeles County PHFE-WIC Centers by use of a documented immunization record.	Ongoing	ISIS-IZ outcome measures report on the total number of participants 12-17 months of age. -Of those 12-17 months, the number and percent with immunization histories in the WIC ISIS-IZ database. -Of those with immunization histories, the number and percent with 3 DTaP, 2 Polio, 2 Hib.
	For children found either not to be up-to-date for age with recommended immunizations or without an immunization record, escort to their	Ongoing	ISIS-IZ outcome measures report on the total number of participants

PHFE MANAGEMENT SOLUTIONS WIC PROGRAM

FY04-05 Scope of Work

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Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
	WIC co-located IZ provider. Provide immunization promotional incentives to children with up-to-date immunization records (optional).		24-29 months of age. -Of those 24-29 months, the number and percent with immunization histories in the WIC ISIS-IZ database. -Of those with immunization histories, the number and percent with 4 DTaP, 3 Polio, 1 MMR, 3 Hib.
	Escorted IZ services will be provided at 30 PHFE-WIC Centers at least 4 hours a month.	Ongoing	WIC Center Co-Location report.
	At minimum, 350 children per month will be immunized at PHFE-WIC Centers (3,600/31,000 = 11.5% not-UTD children).	Ongoing	WIC Center Co-Location report.
III. Submit quarterly reports of Outcome Measures.	Utilize reporting form and submit to Los Angeles County Immunization Program (LACIP) WIC Coordinator.	Quarterly	Use reporting form provided by LACIP WIC Coordinator.

Current collaborators include the Los Angeles County Immunization Program, QueensCare, El Monte Comprehensive Health Center (EMCHC), CHDP Mobile Clinic, COACH for Kids, East Los Angeles Health Task Force, and Citrus Valley Health Partners, and Westside Family Health Clinic.

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<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005 PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. - WIC JULY 1, 2004 through JUNE 30, 2005 </p>
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<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Project Coordinator	1	416	\$38.74	16,116
Senior Staff Assistants	1	416	\$18.96	7,887
Subtotal Program Staff				24,003
Employee Benefits @			24.00%	5,761
TOTAL PERSONNEL SERVICES				29,764
 <u>OPERATING EXPENSES</u>				
Services and Supplies				2,252
Health Education Materials				10,000
Travel				500
Equipment				0
TOTAL OPERATING EXPENSES				12,752
 TOTAL DIRECT COSTS				 42,516
Administrative Costs on Modified Total Direct Costs		9.134%		3,884
 TOTAL BUDGET COSTS				 46,400